



Contract #:	
Vendor #:	
Region:	
Applicant:	
Project Name:	
Contract Amount:	
Federal Grant ID	
Coding:	Federal Catalog No.: 14.228

**UTAH DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

2002-2003 CONTRACT AGREEMENT

NAME:		
CHIEF ELECTED OFFICIAL:		
ADDRESS:		
STATUS (E.G., COUNTY, MUNICIPALITY, ETC):		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL:

hereinafter referred to as CONTRACTOR.

1. This contract is entered into as a result of the State Administration process described in "Community Development Block Grant program, Application Guide - FY 2002-03, State of Utah, August 2001," prepared by the STATE and is exempt from the competitive bidding process.
2. This contract will become effective from the date of execution through December 31, 2003 unless terminated sooner, in accordance with the terms and conditions of this contract.
3. **CONTRACT COSTS:** The maximum cost of this contract to the STATE shall not exceed \$_____ for work performed, services and facilities constructed and/or provided in accordance with its terms and conditions.
4. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:** Standard Terms and Conditions; Additional Terms and Conditions; Scope of Work - program narrative; Contract Budget; Maps - program location; Signature Certification for Funding Request; Certifications 1, 2, 3, 4, 5, 6 and 7.
5. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
 - a. State of Utah, Department of Community and Economic Development, Division of Community Development, "Community Development Block Grant Program, Application Guide FY 2002-03, August 2001."
 - b. Title 1 of Housing and Community Development Act of 1974 as amended from time to time and associated rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

STATE

BY: _____
SIGNATURE, CHIEF ELECTED OFFICIAL

**APPROVED - DIVISION OF COMMUNITY
DEVELOPMENT**

Name, Address, City (Print)

BY: _____
KERRY W. BATE
DCD DIRECTOR

WITNESS

BY: _____
SIGNATURE-CLERK, TREASURER RECORDER

APPROVED - DIVISION OF FINANCE

Name, Address, City (Print)

BY: _____
DIRECTOR

EXECUTION DATE: _____

CITY JURAT

Insert Name of County **STATE OF UTAH**)
Insert Name of City **COUNTY OF** : ss.
 CITY OF)

**Date Signatories appear
before a Notary Public.**

On the _____ day of _____, 20 __, personally appeared before

**These signatures must be
identical to those of the two
signatories on Page 2.**

me

and

**Date when acceptance of
Grant is passed by City's
governing body.**

who being by me duly sworn did say that they are the Mayor and City Recorder/Clerk/Treasurer, respectively, of _____ City, a municipal corporation of the State of Utah, and that the attached instrument was signed in behalf of said City by authority of a motion of its governing body passed on the _____ day of _____, 20____, and said persons acknowledged to me that said City executed the same.

**Signature and Address of
Notary Public.**

*****MAY NOT BE ONE OF
THE PERSONS
ABOVE!!*****

Notary Public, residing at

My Commission Expires:

**Notary's Seal and Expiration
Date**

COUNTY JURAT

STATE OF UTAH)

: ss.

Insert Name of County **COUNTY OF**)

**Date Signatories appear
before a Notary Public**

On the _____ day of _____, 20 __, personally appeared before

**These signatures must be
identical to those of the two
signatories on Page 2.**

Me

And

**Date when acceptance of
Grant is passed by City's
governing body.**

who being by me duly sworn did say that they are the Chairperson of the
Board of County Commissioners and County Clerk, respectively, of
County, a political subdivision of the State of Utah, and that the attached
instrument was signed in behalf of said County by authority of a motion
of its governing body passed on the _____ day of _____, 20 __,
and said persons acknowledged to me that said County executed the
same.

**Signature and Address of
Notary Public.**

*****MAY NOT BE ONE OF
THE PERSONS
ABOVE!!*****

Notary Public, residing at

My Commission Expires: _____

Notary's Seal and Expiration
Date

ASSOCIATION OF GOVERNMENTS JURAT

STATE OF UTAH)

: ss.

Insert Name of County **COUNTY OF**)

**Date Signatories appear
before a Notary Public**

On the _____ day of _____, 20 __, personally appeared before

**These signatures must be
identical to those of the two
signatories on Page 2.**

me

and

who being by me duly sworn did say that they are the Chairperson of the Steering Committee and the Executive Director of the _____ Association of Governments, a multi-county organization under the Interlocal Cooperation Act of 1965, and that foregoing instrument was signed in behalf of said Association of Governments by authority of the Steering Committee pursuant to its Articles of Association and By-Laws, and said _____ and duly acknowledged to me that said Association of Governments executed the same.

**Signature and Address of
Notary Public.**

*****MAY NOT BE ONE OF
THE PERSONS
ABOVE!!*****

Notary Public, residing at

My Commission Expires:

Notary's Seal and Expiration
Date

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **RELATED PARTIES:** (Applies to Cost Reimbursement Contracts ONLY). The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of STATE. Disbursements by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the CONTRACTOR by any of the following: blood, marriage, one or more partners in common with CONTRACTOR, one or more directors or officers in common with CONTRACTOR, more than 10% common ownership, direct or indirect, with CONTRACTOR. List "Related Parties" to whom payments are being made:

NAME	RELATIONSHIP	PURPOSE OF PAYMENT.
16. **LABOR STANDARDS:** The CONTRACTOR agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by CONTRACTOR or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback Act requiring weekly payment of employees and weekly submission of payroll records by the CONTRACTOR to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.
17. **ENVIRONMENTAL REVIEW COMPLIANCE:** The CONTRACTOR agrees to abide by provisions of National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
18. **LEAD BASED PAINT:** The CONTRACTOR agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures, The Final Rule Published by HUD effective as of September 15, 2000.

(Revision date: Nov. 14, 2000)

ATTACHMENT B

ADDITIONAL TERMS AND CONDITIONS

1. **MONITORING:** The STATE will monitor CONTRACTOR's performance in providing services and facilities in accordance with the purposes of this agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which CONTRACTOR meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Application Guide, Community Development Block Grant Program, FY 2002-03".
2. **CRITERIA DOCUMENTATION:** During the term of this contract, the CONTRACTOR agrees to supply any additional information to the STATE that the STATE may require in completing and/or processing the CONTRACTOR's grant application for Community Development Block Grant funds. The CONTRACTOR also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
 - a. benefit low and moderate income families;
 - b. aid in the prevention or elimination of slums or blight; and/or
 - c. meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The CONTRACTOR, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the budget (if any) have been secured and are immediately available to the CONTRACTOR for the purpose of performing services and/or constructing facilities as described herein. The CONTRACTOR further agrees that all of the work described in the scope of work will be completed in a timely manner.
4. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** The CONTRACTOR agrees to submit to the STATE an annual report of expenses on Form RFF, supplied by the STATE, no later than 45 days after the end of the fiscal year or contract period. In compliance with the Single Audit Act of 1996 the CONTRACTOR also agrees to have an independent audit conducted if the CDBG funds plus any other federal funds received under this contract are in excess of \$300,000. In accordance with OMB Circular A-133, the Single Audit Act requires that reports be submitted 30 days after the completion of the audit, which must be conducted no later than nine months after the government's fiscal year-end. The audit must include an opinion as to whether the CONTRACTOR's Expenditure Statement has been prepared in accordance with the provisions of the contract, is consistent with generally accepted accounting principles, and is in compliance with financial reporting requirements as established by the STATE and must include all schedules as outlined by the Single Audit Act of 1996. CONTRACTORS whose CDBG contracts are less than \$300,000 may have the CDBG grant audited with their regularly scheduled jurisdictional audit.
5. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The CONTRACTOR agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, CONTRACTOR further agrees to submit a performance report to the STATE in a format designed by the STATE with all information compiled in compliance with paragraph 2 (above).

6. **IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** CONTRACTOR will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, CONTRACTOR may retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by CONTRACTOR, and (2) CONTRACTOR can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived.
7. **PAYMENT WITHHOLDING:** The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR's record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final 5 percent of the total amount specified herein until State representatives have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 95 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

8. **PROJECT DURATION:** The termination date for all contracts is December 31, 2003. CONTRACTORS who have not utilized 95 percent of contract funds by the time that the contract term has reached its 18th month of operation, should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made, and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31st, will be based on how a CONTRACTOR has met the following milestones.

Engineering Design and bid ready, specifications completed by September 1
Advertisements for bids published prior to October 1
Bid Award issued by November 1
Notice to proceed issued by November 15

The STATE will closely monitor each CONTRACTORS progress according to these final deadlines. If a CONTRACTOR fails to meet these deadlines, the STATE will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The STATE must give each CONTRACTOR a 45-day notice of termination and if the CONTRACTOR can meet the deadlines then the termination will be canceled and the project may proceed. The CONTRACTOR may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The CONTRACTOR does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the state based on need and the application of written criteria.

9. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval, in amendment form, prior to implementing any change in program budget, design or before changing principle location of service delivery as specified herein.

10. **CONTRACT RENEWAL:** CONTRACTOR agrees that the STATE shall unilaterally have the right to determine the basis upon which this agreement may be renewed, and shall have the right to not renew this contract with or without cause.
11. **MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for funding successive years of multi-year agreements if funding ceases from The Department of Housing and Urban Development/CDBG program or other Federal Funding Agency.

12. **PAYMENT** of this contract is conditioned upon the CONTRACTOR's:

- a. Submission of appropriate documentation from the agency's environmental certifying officer that the required compliance with the National Environmental Policy Act has been completed prior to any obligation or commitment of funds (see CDBG Grantee Workbook).
- b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget.
- c. Submission of satisfactory evidence to the STATE that a contract has been signed to perform the work required.
- d. Submission of a certification statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan". (Usually satisfied during the application).

AND

- e. Submission of design plans and specifications for pre-construction approval to the Department of Health on all proposed water projects. Such plans should be sent to the appropriate agency listed below:

WASTE WATER PROJECTS

Kiran Bahayani, Manager
Design Evaluation, Div. of Water Quality
Department of Environmental Quality
288 No. 1460 West
Salt Lake City, UT 84116-0000
Phone: 538-6080

CULINARY WATER PROJECTS

Kevin Brown, Director
Drinking Water Division
Department of Environmental Quality
150 No. 1950 West
Salt Lake City, UT 84114
Phone: 536-4188

ATTACHMENT C

SCOPE OF WORK -- PROGRAM NARRATIVE

A DETAILED SCOPE OF WORK MUST BE INCLUDED ON THIS PAGE WHICH DESCRIBES, IN QUANTIFIABLE TERMS, THE PROPOSED PROJECT. A BUDGET OF ITEMIZED COSTS MUST ALSO BE INCLUDED.

ATTACHMENT D – BUDGET

A. TOTAL PROGRAM COST: \$

B. PROGRAM REVENUES: (IDENTIFY AND ADD ALL SOURCES OF PROGRAM REVENUE)

1. CDBG FUNDS

TOTAL

\$ _____

2. OTHER FUNDS (IDENTIFY SOURCE, AMOUNT AND STATUS BELOW)

FEDERAL	\$
	\$
	\$
STATE	\$
	\$
	\$
LOCAL	\$
	\$
	\$

TOTAL OTHER FUNDS

\$

B. REVENUES

\$

C. PROGRAM EXPENDITURES

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ADMINISTRATION	CDBG FUNDS	OTHER FUNDS	TOTAL
PERSONNEL SALARIES			
FRINGE BENEFITS			
SUPPLIES/EQUIPMENT			
TRAVEL			
OTHER (Identify)			
SUBTOTAL			
CONSTRUCTION			
ENGINEER/ARCHITECT			
SUBTOTAL			
OTHER (Identify)			
SUBTOTAL			
TOTAL C – EXPENDITURES			

(TOTALS A, B AND C MUST BE IDENTICAL)

ATTACHMENT D (AOG BUDGET)

A. TOTAL PROGRAM COST: \$

B. PROGRAM REVENUES: (IDENTIFY AND ADD ALL SOURCES OF PROGRAM REVENUE)

1. CDBG FUNDS	TOTAL
	\$

2. OTHER FUNDS (IDENTIFY SOURCE, AMOUNT AND STATUS BELOW)

FEDERAL	\$
	\$
	\$
STATE	\$
	\$
	\$
LOCAL	\$
	\$
	\$

TOTAL OTHER FUNDS

\$

B. REVENUES

\$

C. PROGRAM EXPENDITURES

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ADMINISTRATION	CDBG FUNDS	OTHER FUNDS	TOTAL
SALARIES			
SUPPLIES/EQUIPMENT			
TRAVEL			
OTHER (IDENTIFY)			
PLANNING			
SALARIES			
SUPPLIES/EQUIPMENT			
TRAVEL			
OTHER (IDENTIFY)			
TECHNICAL ASSISTANCE			
SALARIES			
SUPPLIES/EQUIPMENT			
TRAVEL			
OTHER (IDENTIFY)			
TOTAL C. EXPENDITURES			

(TOTALS A, B AND C MUST BE IDENTICAL)

ATTACHMENT E

MAPS - PROGRAM LOCATION

ATTACH A MAP TO THIS PAGE IDENTIFYING THE LOCATION OF THE SITE OF THE PROPOSED PROJECT AND PROVIDE THE ADDRESS LOCATION.

ATTACHMENT F

SIGNATURE CERTIFICATION FOR FUNDING REQUEST

(NAME OF GRANTEE)

(SIGNATURE OF CHIEF ELECTED OFFICIAL)*

(TITLE)

(TYPE NAME)

(DESIGNATED ALTERNATE SIGNATURE)**

(TITLE)

(TYPE NAME)

THIS IS TO CERTIFY THAT EITHER OF THE ABOVE SIGNATURES IS AUTHORIZED TO APPEAR ON THE RFF (REQUEST FOR FUNDS) FORM REQUESTING FUNDING OF THE 2002-2003 CDBG CONTRACT.

OFFICIAL SEAL OF RECIPIENT ORGANIZATION

(SIGNATURE OF WITNESS)

(TYPEWRITTEN NAME/TITLE OF WITNESS)

(DATE)

* MUST BE THE EXACT SIGNATURE AS THAT APPEARING AS "CHIEF ELECTED OFFICIAL" ON PAGE 2 OF THIS CONTRACT.

** MUST BE SIGNATURE OF THE INDIVIDUAL SPECIFICALLY DESIGNATED BY AUTHORIZING OFFICIAL TO PERFORM THIS FUNCTION.

ATTACHMENT G

CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on _____.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the proposed CDBG program will be conducted in accord with Titles VI and VIII of the Civil Rights Acts and will affirmatively further fair housing.

3. ARCHITECTURAL BARRIERS

I certify that the proposed CDBG program will be conducted in accord with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

I certify that I have read and am aware of the foregoing certification requirements .

Signature Chief Elected Official

Title

Date

Sample Pre-agreement to expend funds prior to executed contract return.

SMITHVILLE

A City of Smiths since 1901

June 2, 2002

Cheryl Elliott
DCED/CDBG
324 S. State Street
Salt Lake City, UT 84114

Re: Pre-agreement for housing rehabilitation

Dear Cheryl:

Smithville Utah is requesting a pre-agreement to allow the City to begin incurring costs associated with this CDBG project prior to the execution of an official contract. This agreement is only possible on this project because the actual award of funds and the approval of the application have already occurred. Please refer to the CDBG Application Guide Chapter 5, section 9 regarding pre-agreement requests.

This project consists of purchasing a piece of property which contains a two bedroom home, rehabilitating the home using non-CDBG funds and then renting the home to an eligible LMI family.

Smithville is in need of this agreement because of escalating property prices and the need to expend the rehabilitation grant funding prior to the end of the calendar year. At this point Smithville would like to secure purchasing rights to the property in order to begin the environmental process. We are also anxious to begin the CDBG acquisition procedure as soon as possible.

Smithville understands that only eligible costs can be reimbursed and that an environmental review and **approval is required** before we begin the expenditure of **any funds associated with this project** and that **commitment of federal funds** is a violation of federal code and may result in Smithville forfeiting it's right to federal funding for this project.

We thank you for your kind consideration of this request and look forward to your prompt response.

Sincerely,

Mayor Harry Smith VI